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6 **COSTCO WHOLESALE CORPORATION**

7 **UNITED STATES DISTRICT COURT**

8 **DISTRICT OF NEVADA**

9 ASHLY RAI, individually,
10 Plaintiff,

11 v.

12 COSTCO WHOLESALE CORPORATION,
a Foreign Corporation, DOES I
13 through X, inclusive; and ROE
CORPORATIONS I through X,
14 inclusive,

15 Defendants.

Case No. 2:24-cv-00161-JAD-EJY

16 **STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

17 Pursuant to the Stipulation contained herein by and among
18 counsel for Plaintiff, Ashly Rai (Plaintiff), and counsel for
19 Defendant, Costco Wholesale Corporation (Defendant), the Court
20 hereby finds as follows:

21 WHEREAS Plaintiff seeks discovery of confidential,
22 proprietary and trade secret documents and information from
23 Defendant, regarding certain practices, procedures, and
24 guidelines and information that would not ordinarily be
disclosed to the public and that disclosure or misuse of such

1 materials would cause competitive harm, divulge trade secrets,
2 raise privacy concerns, and violate confidentiality provisions
3 set forth in contracts binding on the parties.

4 WHEREAS, Costco requires protection against the
5 unrestricted disclosure and use of such Confidential
6 Information;

7 THEREFORE, it is ordered, adjudged and decreed that:

8 1. This Confidentiality Agreement and Protective Order
9 shall govern all Confidential Information revealed in the above-
10 referenced lawsuit, whether the Confidential Information is
11 contained in documents produced, answers to interrogatories,
12 deposition testimony and/or any other oral or written responses
13 to discovery conducted in this matter, whether it is revealed by
14 Costco or any other party or third-party.

15 2. A party shall indicate that information is Confidential
16 Information hereunder by producing a copy bearing a stamp or
17 label signifying that it is "Confidential." In the case of
18 testimony or any other oral information, it shall be sufficient
19 for a party to state that the Confidential Information is
20 confidential pursuant to this Agreement and Protective Order at
21 the time such testimony or oral information is given or
22 conveyed. Alternatively, a party may designate testimony as
23 Confidential hereunder by marking the transcript containing
24 Confidential Information with the word "Confidential" within
thirty days (30) days of receipt of the transcript of said
testimony. A party may object to the designation of Confidential
Information by notifying the other party of such objection
within fourteen (14) days of receipt of the materials so

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1 designated. Thereafter, the attorneys for each party shall
2 confer in good-faith to try and resolve the issue(s). If no such
3 resolution can be reached, the objecting party shall file a
4 motion with the Court challenging the designation within
5 fourteen (14) days of the conference between counsel.
6 Confidential Information shall be treated as Confidential
7 hereunder unless and until the Court rules otherwise. The
8 failure of a party to challenge the designation of
9 Confidentiality within the time frames referenced herein shall
10 amount to a waiver of any objection thereto.

11 3. Confidential Information obtained by or produced to any
12 party shall be held in confidence and revealed only to counsel
13 of record, paralegals and secretarial employees under counsels'
14 direct supervision, the parties themselves for purposes of
15 deposition, and such persons as are employed by the parties or
16 their counsel to act as experts, investigators or consultants in
17 this case. All Confidential Information must be maintained in
18 counsels' office, with the exception of documents and/or
19 information provided to individuals employed to act as experts
20 in this case. The parties shall take all steps reasonably
21 necessary to see that no person shall use, disclose, copy or
22 record Confidential Information for any purpose other than the
23 preparation or conduct of this case.

24 4. All Confidential Information shall be used solely for
the purpose of maintaining the present litigation, including any
appeals or retrials, and not for any other purpose(s). Under no
circumstances shall Confidential Information be disclosed to
anyone other than the persons designated above, and the parties

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1 shall not disclose such Confidential Information to any
2 undesignated person during or after the termination of this
3 litigation. Moreover, no Confidential Information shall be
4 disclosed to a competitor (direct or indirect) of Costco,
whether for the purposes of this litigation or otherwise.

5 5. If any party misuses or improperly discloses
6 Confidential Information in violation of this Order, any other
7 party may move the Court for enforcement of this Order and/or
8 sanctions that the Court deems appropriate under the
9 circumstances. Any party who claims that a violation of this
10 Order has occurred shall have the burden of proof on that issue.

11 6. Each party will endeavor to make reasonable efforts to
12 ensure that materials and documents that should bear the
13 Confidential legend are so labeled in fact. A failure to do so
14 designate any document or material shall not be deemed a waiver
15 of the confidentiality protection. In the event a party
16 belatedly determines that any document or material should be
17 designated as Confidential under this Stipulation and Order,
18 such party will so notify the other party and the other party
19 shall agree to accept that notification and arrange to comply
with the remaining provision of this Stipulation and Order to
such late designated documents and materials.

20 7. Before any Confidential Information is disseminated or
21 disclosed to any of the above-designated persons, such person
22 shall (a) read this Confidentiality Agreement and Protective
23 Order in its entirety; and, (b) agree to all provisions of this
24 Confidentiality Agreement and Protective Order.

8. All depositions, pleadings and reports in which

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1 Confidential Information is discussed, documented or referred to
2 shall themselves be deemed Confidential Information and shall be
3 subject to this Order. Should a party use any Confidential
4 Information in any pleading filed with the Court, that party
5 shall, at the time of filing, request that the court impound the
6 specific portion of the pleading containing the Confidential
7 Information.

8 9. Upon final termination of this litigation, each person
9 subject to this Confidentiality Agreement and Protective Order
10 shall return all Confidential Information to counsel for Costco
11 within thirty (30) days after the final disposition of this
12 matter. Documents that contain notations of counsel may be
13 destroyed rather than returned, but it shall be the
14 responsibility of counsel to ensure the documents are destroyed.

15 10. The disclosure of any Confidential Information by
16 Costco shall not serve to waive any of the protections provided
17 by this Confidentiality Agreement and Protective Order with
18 respect to any other Confidential Information.

19 11. No person who has received Confidential Information
20 shall seek to vacate or otherwise modify this Order at any time.

21 12. Nothing in this Confidentiality Agreement and
22 Protective Order shall restrict Costco's right to object to the
23 disclosure of documents or information otherwise objectionable,
24 protected or privileged pursuant to the Massachusetts Rules of
Civil Procedure, federal or state law, or to seek a protective
order preventing disclosure or limiting the discovery of
Confidential Information, or to seek a protective order
preventing disclosure or limiting the discovery of information

1 or material that is objectionable on other grounds, regardless
2 of whether or not such material may also constitute Confidential
3 Information pursuant to this Confidentiality Agreement and
4 Protective Order.

5 IT IS SO STIPULATED.

6 April 03, 2024

April 03, 2024

7 **RANALLI ZANIEL FOWLER & MORAN,**
8 **LLC**

PAUL PADDA LAW, PLLC

9 /s/ 

/s/ 

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Attorney for Defendant

Attorneys for Plaintiff

15 IT IS SO ORDERED.

16 
17 **U.S. MAGISTRATE JUDGE**

18 Dated: April 4, 2024
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